



**STATE OF NEW JERSEY**  
**Board of Public Utilities**  
**Two Gateway Center**  
**Newark, NJ 07102**  
**www.bpu.state.nj.us**

Customer Assistance

IN THE MATTER OF PAC "N" WRAP )  
CORPORATION, PETITIONER v. NUI )  
CORPORATION D/B/A ELIZABETHTOWN, )  
GAS COMPANY, RESPONDENT )

ORDER ADOPTING  
INITIAL DECISION

BPU Docket No. GC04070614U  
OAL Docket No. PUC 1015-05

(SERVICE LIST ATTACHED)

BY THE BOARD:

On July 6, 2004, Pac N' Wrap Corporation (Petitioner) filed a petition with the Board of Public Utilities (Board) for a hearing in regard to a billing dispute with NUI Corporation d/b/a Elizabethtown Gas Company (Respondent).

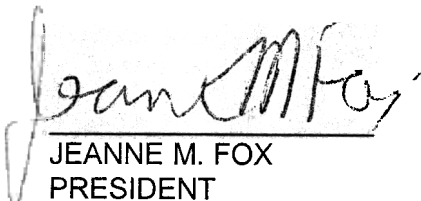
On December 21, 2004, the Board transmitted this matter to the Office of Administrative Law (OAL) for determination and initial disposition as a contested case pursuant to N.J.S.A. 52:14B-1 et seq. and N.J.S.A. 52:14F-1 et seq. The matter was assigned to Administrative Law Judge (ALJ) Thomas E. Clancy.


During the pendency of this matter at the OAL, the parties engaged in negotiations and reached a settlement. The settlement was submitted to the ALJ for review. On March 21, 2006, ALJ Clancy filed an Initial Decision with the Board, memorializing the terms of the settlement and recommending that it be approved. The ALJ found the settlement to be voluntary, consistent with the law and fully dispositive of all issues in controversy. The ALJ therefore concluded that the settlement met the requirements of N.J.A.C. 1:1-19.1.

Under the terms of the settlement, Petitioner agrees to pay Respondent the sum of \$20,000.00 in 12 monthly installments of \$1,695.00 each. Petitioner also agrees to bring the account current by submitting a check for \$2,310.31 to Respondent. Respondent agrees to waive the disputed amount of \$3,528.83.

The Board FINDS that the terms of the settlement are fair and reasonable. Therefore, the Board HEREBY ADOPTS the Initial Decision and Stipulation of Settlement in their entirety, incorporating the terms thereof into this final decision as if fully set forth at length herein.

DATED 4/27/06


  
JEANNE M. FOX  
PRESIDENT

  
FREDERICK F. BUTLER  
COMMISSIONER



  
CONNIE O. HUGHES  
COMMISSIONER

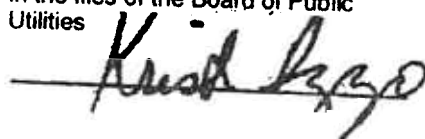
  
JOSEPH L. FIORDALISO  
COMMISSIONER

  
CHRISTINE V. BATOR  
COMMISSIONER

ATTEST

  
KRISTI IZZO  
SECRETARY

I HEREBY CERTIFY that the within  
document is a true copy of the original  
in the files of the Board of Public  
Utilities



- 2 -

BPU Docket No. GC04070614U  
OAL Dkt. No. PUC 1015-05

Pac N' Wrap Corporation v. NUI Corporation d/b/a Elizabethtown Gas Company

BPU Docket No. GC04070614U  
OAL Dkt. No. PUC 1015-05

**SERVICE LIST**

Howard M. Weinstein, Esq  
Park & Weinstein  
60 Essex Street  
Millburn, NJ 07041

Mary Patricia Keefe, Esq.  
Elizabethtown Gas Company  
One Elizabethtown Plaza  
P.O. Box 3175  
Union, NJ 07083-1975

Kent Papsun, Director  
Division of Customer Assistance  
Board of Public Utilities  
Two Gateway Center  
Newark, NJ 07102

Jeff Slutzky, Esq.  
Division of Law  
124 Halsey St. - 5th Floor  
Newark, NJ 07102



**State of New Jersey**  
**OFFICE OF ADMINISTRATIVE LAW**

GMS  
BESLOW  
RPA  
SLUTSKY, J  
HILARIO, P  
STARK

**INITIAL DECISION**

**SETTLEMENT**

OAL DKT. NO. PUC 01015-05

AGENCY DKT. NO. GC04070614U

**PAC "N" WRAP,**

Petitioner,

v.

**NUI ELIZABETHTOWN GAS COMPANY,**

Respondent

Howard M. Weinstein, Esq., for petitioner (Park & Weinstein, attorneys)

Mary Patricia Keefe, Esq., for respondent

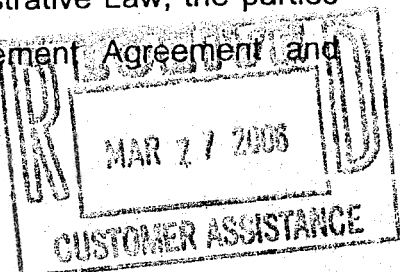
Record Closed: March 14, 2006

Decided: March 20, 2006

**BEFORE THOMAS E. CLANCY, ALAJ:**

This matter was transmitted to the Office of Administrative Law (OAL) on January 4, 2005, for resolution as a contested case pursuant to N.J.S.A. 52:14B-1 to -15 and N.J.S.A. 52:14F1 to -13

During the pendency of the case at the Office of Administrative Law, the parties settled their differences as provided in the attached Settlement Agreement and Stipulation of Dismissal.



Having reviewed the contents of the attached Settlement Agreement and Stipulation of Dismissal, I **FIND**: (a) that they are consistent with the law, (b) that they fully dispose of all issues in controversy, and (c) that they were voluntarily entered into by the parties

Accordingly, I **CONCLUDE** that the attached Settlement Agreement and Stipulation of Dismissal meet the requirements of N.J.A.C. 1:1-19.1(d) and I hereby **APPROVE** same. In conjunction therewith, I **ORDER** that the parties comply with their contents and that these proceedings be (and are hereby) **TERMINATED**.

hereby **FILE** my initial decision with the **BOARD OF PUBLIC UTILITIES** for consideration.

This recommended decision may be adopted, modified or rejected by the **BOARD OF PUBLIC UTILITIES**, which by law is authorized to make a final decision in this matter. If the Board of Public Utilities does not adopt, modify or reject this decision within forty-five (45) days and unless such time limit is otherwise extended, this recommended decision shall become a final decision in accordance with N.J.S.A. 52:14B-10.

DATE

3/20/06

THOMAS E. CLANCY, ALAJ

Receipt Acknowledged

DATE

BOARD OF PUBLIC UTILITIES

Mailed to Parties:

DATE

da

OFFICE OF ADMINISTRATIVE LAW

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (hereinafter, the "Agreement") is made this 28<sup>th</sup> day of February 2006 by and among AGL Resources ("AGL"), Pivotal Utilities d/b/a Elizabethtown Gas ("ETG"), and NUI Corporation (collectively referred to as "Releasees") and Pac N' Wrap ("Releasor"), hereinafter collectively referred to as the "Parties.

WHEREAS, ETG opened an account for Releasor to receive natural gas at 651 Lchigh Avenue, Union, New Jersey at the customer's request. Releasees activated gas service on October 8, 2003 and has billed Releasor for natural gas consumed at this location under account number 041-0129296-014.

WHEREAS, ETG and Releasor entered into a contract ("the Contract") whereby ETG would provide natural gas to Releasor upon the promise that Releasor would pay for said services; and

WHEREAS, Releasor disputed the amount owed to ETG pursuant to the Contract, or otherwise, for gas consumption charges from the time period October 8, 2003 through June 14, 2004, which totaled \$28,331.16; and

WHEREAS, Relasor commenced litigation against NUI Corp. in the State of New Jersey, Office of Administrative Law, in a matter captioned Pac N' Wrap v. NUI Corporation d/b/a NUI Elizabethtown Gas Co., AOL Docket No. PUCCC 01015-2005N ("the Lawsuit"); and

WHEREAS, the Parties, without admitting any fault or liability, have determined that it is in their mutual best interest to resolve amicably all matters between them and have agreed to terminate the Lawsuit, including, but not limited to, all claims asserted or claims that could have been asserted by Plaintiff in the Lawsuit, all upon the terms and conditions set forth in this Agreement;

WHEREAS, the terms and conditions of this Agreement have been agreed to after and as a result of arms-length negotiations between the Parties, in which the Parties were represented by

counsel, and include the resolution and compromise of disputed claims

NOW THEREFORE, for and in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1 Settlement Amount

Releasor shall pay to ETG the total sum of twenty thousand dollars (\$20,000.00) in twelve monthly installments of \$1,695.00 beginning on the first day of each month and continuing on the first day of each subsequent month until paid in full. The first payment shall be received on or before March 1, 2006.

b. Releasees agree to waive the disputed amount of \$3,528.83, which represents late fees, penalties and/or amounts due in excess of the \$20,000 for the time period May 30, 2005 through January 5, 2006

c. Releasor further agrees to bring the account current by submitting a check in the amount of \$2,310.31 representing the amount billed for February 2006, without late penalties assessed.

d. Releasor further agrees to keep the account current along with the deferred monthly payments.

If payments are not received timely, a late payment charge may be assessed in accordance with the applicable rate schedule approved by the Board of Public Utilities.

f. If Releasor's account remains in arrears ten (10) days beyond the due date, Releasees may discontinue service for nonpayment of bills after submitting written notice to Releasor of its intention to discontinue, in accordance with the statutory provisions of the Administrative Code and Elizabethtown Gas' Tariff.

g. Monthly checks should be made payable to "Elizabethtown Gas" and forwarded to M. Patricia Keefe, Esq., Regulatory Department, 1085 Morris Avenue, P.O. Box 3175, Union, New

Jersey 07083-1975.

2. **Disclaimer of Liability.** The execution of this Agreement by the Parties and the consideration given by Releasor in accordance with this Agreement are not and shall not be construed as an admission of liability by any Party, all liability whatsoever being expressly denied

3 **General Release by Releasor.** Releasor, for themselves, their successors, assigns, agents, heirs and children, attorneys and insurers, effective immediately upon execution of this Agreement, release and discharge NUI Corporation, Elizabethtown Gas, Pivotal Utility Holdings, Inc., AGL Resources, Inc., as well as any predecessors, successors, affiliates, subsidiaries, assigns, joint-tortfeasors, and current and former officers and directors, its parent, subsidiaries, affiliates, insurers, successors, predecessors, employees, agents, representatives, assigns, officers, and directors from any and all actions, causes of action, suits, controversies, claims, debts, demands, accounts, judgments, rights, obligations, promises, responsibilities, damages, costs, expenses and defenses of whatever kind or nature, whether in law or equity, or mixed, whether known or unknown, or asserted or not asserted in the Lawsuit, and whether arising under or related to any state, federal, foreign, or other statute or law, relating to or arising from any act, omission or transaction occurring on or prior to the date of this Agreement.

4. **General Release by Releasees.** Releasees, for themselves, their successors, assigns, agents, heirs and children, attorneys and insurers, effective immediately upon execution of this Agreement, release and discharge Releasor, as well as any predecessors, successors, affiliates, subsidiaries, assigns, joint-tortfeasors, and current and former officers and directors, its parent, subsidiaries, affiliates, insurers, successors, predecessors, employees, agents, representatives, assigns, officers, and directors from any and all actions, causes of action, suits, controversies, claims, debts, demands, account judgments, rights, obligations, promises, responsibilities, damages, costs, expenses and defenses of whatever kind or nature, whether in law or equity, or mixed, specifically relating to the Lawsuit.

**Representations and Warranties.**

a. Releasees expressly represent and warrant to Releasor, and Releasor expressly represents and warrants to Releasees, that it has not previously assigned or transferred any claim, cause



of action, demand or debt being released herein to any other person or entity.

Releasees expressly represent and warrant to Releasor that Releasees are not aware of any claims or potential claims relating to the Lawsuit against the Releasor that are not released herein.

c. Releasor expressly represents and warrants to Releasees that Releasor is not aware of any claims or potential claims relating to the Lawsuit against the Releasees that are not released herein.

6. **Termination of the Litigation.** Upon receipt of a duly signed Settlement Agreement, the Parties shall promptly prepare and file any necessary documentation to dismiss the Civil Action with prejudice.

7. **Confidentiality.** The Parties agree that they will not reveal the contents of this Agreement or the terms and conditions of this settlement, except to their employees, directors, officers, affiliates, attorneys, accountants, tax preparers, professional advisors, or where required by a governmental entity, law, subpoena or Court Order.

8. **Authorship.** The Parties agree that this Agreement reflects the joint drafting efforts of all Parties. In the event that any dispute, disagreement or controversy arises regarding this Agreement, the Parties shall be considered joint authors, and no provision shall be interpreted against any Party because of authorship.

9. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties and may be amended only in writing signed by all Parties. Except as specifically set forth in this Agreement, there are no representations, warranties or inducements, whether oral, written, expressed or implied, in any way affecting or conditioning in any manner this Agreement. Without limiting the foregoing, this Agreement supersedes all prior oral or written understandings and agreements of the Parties.

10. **Execution.** The terms and conditions of this Agreement shall become binding and effective upon each Party only upon execution by all Parties. It is understood, however, that this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, when

taken together, shall constitute one and the same Agreement.

**Authority to Sign.** Each Party executing this Agreement represents and warrants that the Agreement has been duly executed and delivered, and is valid and binding upon such Party and enforceable in accordance with its terms, without the need for any approval of or consent by any other person or entity.

**12. Prevailing Party Entitled To Fees and Costs.** The Parties shall have the right to sue to enforce or to enjoin a breach of the terms and conditions of this Agreement. The Parties further agree that, in the event that a party seeks, in any manner, the enforcement of this Agreement in a court of competent jurisdiction (a) the non-prevailing party, (b) the party that is found to be in breach of this Agreement, or (c) the party that is enjoined from breaching or is ordered to perform this Agreement, shall pay the prevailing or non-breaching party all reasonable litigation expenses of the prevailing or non-breaching party, including without limitation reasonable attorneys' fees, expert fees, costs (taxable or otherwise), and all other reasonable litigation expenses that relate to or arise out of the enforcement of this Agreement.


**13. Severability.** If one or more provisions of this Agreement are at any time found to be invalid by a court, tribunal or other forum of competent jurisdiction, or otherwise rendered unenforceable, such provision or provisions shall be severable from this Agreement so that the validity or enforceability of the remaining provisions of this Agreement, or the validity of the provision(s) in question in any other jurisdiction, shall not be affected thereby.

**14. Binding Upon Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective parents, subsidiaries, affiliates, agents and general and limited partners, and their respective heirs, administrators, executors, successors and assigns.

**15. Choice of Law, Jurisdiction and Venue.** The Parties agree that the internal laws of the State of New Jersey shall govern this Agreement and any proceedings to enforce or interpret this Agreement.

6. Signatures in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and shall be deemed duly executed and effective upon the signing of the last counterpart by the Parties.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement and the undersigned affirm that they have the power to do so

Pac N' Wrap  
By:   
Print Name: Meyer Weinberger  
Title: PRESIDENT

State of New Jersey

ss:

County of

I am an officer duly authorized to take acknowledgments, duly qualified by the State of NJ, and hereby certify that Meyer Weinberger who [ ] is personally known to me or who has [ ] provided identification in the form of \_\_\_\_\_, this day acknowledged before me that he executed the foregoing Settlement Agreement and General Release.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the City of Millburn, State of NJ, this 20<sup>th</sup> day of February, 2006.

Notary Public State of



Print Notary Name

My Commission Expires:

Howard M. Weinstein, Esq.  
60 Essex Street  
Millburn, NJ 07041

AGI Resources, Inc.

By: 

Print Name:

Title:

Samuel C. Burch

Litigation Counsel

State of

)

) ss

County of

)

Glynn Gamble  
Print Notary Name Glynn Gamble

My Commission Expires:

My Commission Expires Jan. 2, 2010

1

MARY PATRICIA KEEFE, ESQ.  
 One Elizabethtown Plaza  
 P.O. Box 3175  
 Union, New Jersey 07083  
 Telephone No.: (908) 351-7373  
 Fax No. (908) 352-3908  
 Attorney for Respondent

PAC N' WRAP,

Petitioner,

NUI CORPORATION d/b/a NUI  
 ELIZABETHTOWN GAS CO.,

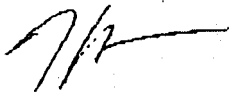
Respondent.

STATE OF NEW JERSEY  
 OFFICE OF ADMINISTRATIVE LAW  
 AOL DOCKET NO. PUCCC 01015-2005N

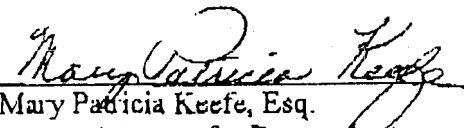
Civil Action

STIPULATION OF DISMISSAL

THE MATTER in difference in the above-entitled action having been amicably adjusted by and between the parties, it is hereby stipulated and agreed that the same be and is hereby dismissed as to the above-named defendants with prejudice and without costs against either party.

  
 Howard M. Weinstein, Esq.  
 Attorney for Petitioner

Dated: March , 2006


  
 Mary Patricia Keefe, Esq.  
 Attorney for Respondent

Dated: March 10, 2006

**MARY PATRICIA KEEFE, ESQ.**  
One Elizabethtown Plaza  
P.O. Box 3175  
Union, New Jersey 07083  
Telephone No.: (908) 351-7373  
Fax No. (908) 352-3908  
Attorney for Respondent

<hr/>		STATE OF NEW JERSEY
PAC N' WRAP, ,	)	OFFICE OF ADMINISTRATIVE LAW
	)	AOL DOCKET NO. PUCCC 01015-2005N
Petitioner,	)	
	)	
NUI CORPORATION d/b/a NUI	)	
ELIZABETHTOWN GAS CO.,	)	Civil Action
	)	
Respondent.	)	
	)	<u>STIPULATION OF DISMISSAL</u>
<hr/>		

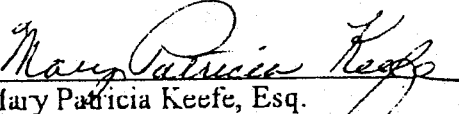
THE MATTER in difference in the above-entitled action having been amicably adjusted by and between the parties, it is hereby stipulated and agreed that the same be and is hereby dismissed as to the above-named defendants with prejudice and without costs against either party.

---

Howard M. Weinstein, Esq.  
Attorney for Petitioner

Dated: March , 2006

---

Mary Patricia Keefe, Esq.  
Attorney for Respondent

Dated: March/6 2006